



Real Estate Assets Department
SDC003

Horton Plaza, LLC
City - 879-AW

Document Type

LEGAL DOCUMENTS



Sub - Category

AMENDMENTS



3



2049 Century Park East
41st Floor
Los Angeles, CA 90067
T 310.478.4456

VIA 2ND DAY FedEx

May 23, 2016

Brad Bennett
1200 Third Avenue, Suite 1700
MS 51A
San Diego, California 92101

**RE: WESTFIELD HORTON PLAZA
CITY OF SAN DIEGO POLICE DEPARTMENT /SPACE NO. 0022**

Dear Brad:

Enclosed please find one (1) fully executed Lease Amendment No. 8 for the above-referenced Tenant Space for your records.

Thank you for your cooperation and assistance. Please call me with any questions.

Very truly yours,

WESTFIELD, LLC

K Tok

Khoeun Tok
Negotiator

Enclosures
cc: (w/o enc.)

WESTFIELD HORTON PLAZA

**City of San Diego
County of San Diego
State of California**

TENANCY AGREEMENT AMENDMENT NO. 8

THIS TENANCY AGREEMENT AMENDMENT NO. 8 (hereinafter called "Amendment") is made and entered into as of this 17 day of MAY, 2016, by and between **HORTON PLAZA LLC**, a Delaware limited liability company (hereinafter called "Landlord") and the **CITY OF SAN DIEGO**, a California municipal corporation (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, by written Lease dated May 1, 2008 (which lease and all amendments, assignments and modifications thereof are hereinafter referred to as the "Lease"), Landlord or its predecessor-in-interest did lease unto Tenant or its predecessor-in-interest known as Tenant **Store No. 22** containing approximately **748 square feet** of space (hereinafter referred to as the "Premises") in **WESTFIELD HORTON PLAZA**, located in the City of San Diego, County of San Diego, State of California; and

WHEREAS, pursuant to that certain Tenancy Agreement Amendment No. 7 dated October 23, 2015, the Lease was extended to expire on April 30, 2016, and to modify and replace certain terms and conditions of the Lease, Landlord and Tenant now desire to further extend the Term pursuant to the following terms and conditions; and

WHEREAS, the parties hereto mutually desire to amend and supplement said Lease as hereinafter provided;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

A. Amendment. The parties hereto agree that the Lease shall be amended as follows:

1. Section "Term": The Term of this Lease is hereby amended to terminate and expire on April 30, 2017, at the same Minimum Annual Rental and Additional Rental subject to the terms and conditions as set forth in the Lease.
2. Rights of Landlord: In the event Landlord elects to expand, renovate, or redevelop the Shopping Center in a manner that Landlord, in its sole judgment, believes makes it desirable for Landlord to obtain possession of the Premises, then Landlord, upon sixty (60) days prior notice in writing to Tenant, may terminate this Lease. In the event Landlord elects to exercise such right, Tenant hereby agrees to (i) be bound by such election; (ii) execute, upon receipt from Landlord, whatever agreement may be required to correctly reflect the foregoing; and (iii) surrender the Premises in the condition required by this Lease.

B. Effective Date. This Amendment shall become binding upon the parties when executed by both parties. The terms and provisions hereof shall apply and become effective as an amendment to the Lease as the date hereof and shall continue in effect until otherwise amended by the parties in writing or until expiration or sooner termination of the Lease.

C. Entire Agreement. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Lease. Except as expressly amended herein, the Lease between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Lease and this Amendment, the later provision shall govern and control.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

CITY OF SAN DIEGO,
a California municipal corporation

By: _____

Print Name: CAROL THORSON

Title: DIRECTOR, RECREATION ASSETS

By: _____

Print Name: _____

Title: _____

Approved as to form this day 17th
of May, 2016.

Jan A. Goldsmith, City Attorney

By: _____

Print Name: Debra J. Bevier
Deputy City Attorney

Title: _____

TENANT

HORTON PLAZA LLC,
a Delaware limited liability company

By: Horton Plaza REIT 1 LLC,
a Delaware limited liability company,
its managing member

By: Horton Plaza 1 LP,
a Delaware limited partnership,
its sole member

By: Westfield Horton Plaza, GP, LLC,
a Delaware limited liability company,
its general partner

By: Horton Plaza Holding 2 LLC,
a Delaware limited liability company,
its sole member

By: Westfield America Limited Partnership,
a Delaware limited partnership,
its sole member

By: Westfield U.S. Holdings, LLC,
a Delaware limited liability company,
its general partner

By: _____
Stephanie Shieh
Assistant Secretary

LANDLORD